



# SureDirection Management Liability Proposal Form



# Important Information



## About the Policy

In this proposal form, “**we**”, “**our**” and “**us**” means the **Insurer** (and 360 Commercial Limited on their behalf to administer this insurance if permissible). “**You**” and “**your**” means our customers and prospective customers as well as those who use **our** website. **We** may also use the word ‘**Insured**’ to describe you.

## Duty of Disclosure

### The insureds duty of disclosure

Before entering into a contract of insurance with the **Insurer**, each prospective **insured** has a duty to disclose to the **Insurer** information that is material to the **Insurer’s** decision whether to accept the insurance and, if so, on what terms. This includes material information about the **insured**, any other people and all property and risks **insured** under the policy. Information may be material whether or not a specific question is asked.

There is the same duty to disclose material information to the **Insurer** before renewal, extension, variation or reinstatement of a contract of insurance with the **Insurer**. The **insured** should also provide all material information when they make a claim or if circumstances change during the term of the contract of insurance.

It is important that each prospective **insured** understands all information provided in support of the application for insurance and that it is correct, as each prospective **insured** will be bound by the answers and by the information it has provided.

The duty of disclosure continues after the application for insurance has been completed up until the time the contract of insurance is entered into.

### Consequences of non-disclosure

If an **insured** fails to comply with its duty of disclosure, the **Insurer** may be entitled, without prejudice to its other rights, to reduce its liability under the contract in respect of a claim or refuse to pay the entire claim. The **Insurer** may also have the right to avoid the contract from its beginning. This means the contract will be treated as if it never existed and no claims will be payable.

## Fair Insurance Code

The **Insurer** is a member of the Insurance Council of New Zealand (**ICNZ**) and a signatory to ICNZ’s Fair Insurance Code (**the Code**). The Code and information about the Code is available at [www.icnz.org.nz](http://www.icnz.org.nz) and on request.



## Privacy Statement

This statement is a summary of **our** privacy policy and provides an overview of how **we** collect, disclose and handle **your** personal information.

**We** are committed to protecting **your** privacy. **We** collect, use and retain **your** personal information in accordance with the requirements of *New Zealand’s Privacy Act*, as amended or replaced from time to time.

# SureDirection Management Liability Proposal Form

## Instructions

This proposal forms the basis of any insurance contract entered into. **You** have an ongoing duty to disclose all material facts and failure to do so could prejudice future claims.

Please:

- + Read this entire Proposal form prior to answering the questions in full.
- + Sign the Declaration.
- + If **you** have insufficient space to complete any of your answers please continue on a separate attachment.

Entity Name

Entity Address

Website Address

Broker Details

Period of Insurance

From:  To:

1. Gross Income/Turnover: \$

7. When was Entity established

2. Current Assets: \$

8. Number of Trustees/Board members:

3. Current Liabilities: \$

9. Number of paid employees:

4. Total Assets: \$

10. Number of Volunteers:

5. Total Liabilities: \$

6. Latest financial year result: \$  (Surplus/Deficit)

11. Please fully describe the activities/occupation of the insured entity or entities.

12. Is any income derived from outside NZ? Please advise countries and income split.

## General Liability, Statutory Liability & Employers Liability

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 1. Do you have property of others in your physical or legal control?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Do you undertake work away from your premises?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Do you service or repair motor vehicles or watercraft?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Does any of your work involve the use of naked flames or open heat sources, including cutting or welding?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Do you use, store, handle, manufacture or transport any acids, chemicals, gases, inflammables, explosives, toxic or hazardous substances or materials? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Does the Entity have written procedures and/or control policies to ensure compliance with legislation that affect the Entity's business activities?    | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Are any of your products an additive, ingredient, or component of another company's product?   | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Do you export any products?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

If your answer is YES to any of the above questions, please provide full details:

## Management and Entity Liability

1. If the Entity is a Non-Profit what is the primary source of funding or income?

2. Is the Entity able to pay all of its debts as and when they fall due?  Yes  No

## Employment Practices Liability

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 1. Does the Entity have a written human resources manual or equivalent written management guideline?                          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. Are all employees covered by a written employment contract?  | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. Do you screen potential employees by use of credit checks, police checks or by obtaining references from former employers? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

## Crime Protection

1. Does payment to any new payee or new bank account, where the payment to be made is in excess of \$5,000, require two factor verification (i.e. email + phone call or text etc) with the party you intend to pay and with the authoriser?  Yes  No
2. Are there segregation operations so that one person cannot control any function from start to finish without referral to another person (i.e. signing of cheques, authorising of payments, opening of bank account, issuing fund transfer instructions)?  Yes  No
3. Do changes to existing payees bank account numbers require verification by another means of communication?  Yes  No

## Cyber Cover

1. Are all security and critical patches deployed on your system / applications within a month of release?  Yes  No
2. Do you use multi-factor authentication (i.e. not just username and password) on all internet access points to your business including, company email accounts and systems used for payment, payment processing or systems which contain customer / third party information including:
  - a. Office365?  Yes  No
  - b. Employee Remote access / work from home?  Yes  No
  - c. Customer / Trade account login?  Yes  No
  - d. Systems containing customer / third party information?  Yes  No
3. Are all passwords a minimum of eight characters long including letters, numbers and symbols?  Yes  No
4. Are all passwords changed within a minimum period of every 6 months?  Yes  No
5. Are default passwords on all internet connected devices changed from their factory settings (e.g. routers, printers, IOT)?  Yes  No
6. Do you automatically lock user accounts after a number of failed login attempts?  Yes  No
7. Is all important data backed up daily?  Yes  No
8. Are back-ups checked at least monthly for corruption or failure?  Yes  No
9. Are all internet access points to your network secured by firewall(s)?  Yes  No
10. Do you have a disaster recovery plan/business continuity plan?  Yes  No
11. Do you have an educational program for all employees that teach awareness and avoidance of phishing and social media based threats?  Yes  No
12. Do you immediately remove access rights of all terminated staff?  Yes  No
13. Have you sustained any single loss or losses of a type covered by a data protection, cyber or network security insurance policy for which this proposal form has been completed?  Yes  No

## Professional Liability For Not For Profits

**Professional Services** under insuring *Section B Professional Liability for Not for Profits* means the following professional services provided by The Entity:

- a. Advocacy and promotion of the Entity's objectives and area of focus or interest, including publication or information in any media type;
- b. Registration, training and accreditation of members;
- c. Publication of professional or technical standards;
- d. Provision of advice and administrative services to association members with respect to membership benefits, including but not limited to the availability of insurance, where such advice or administration is of a general nature and does not require any license or accreditation
- e. Events for members and other that promote the Entity's area of focus or interest; or fundraising activities

**Professional Services** under insuring *Section B Professional Liability for Not For Profits* does not mean:

- I. The provision of legal, financial or investment advice; or
- II. Medical treatment, medical care or medical advice; or
- III. The provision of other professional services where clients of the Entity directly pay a fee, or where a fee would normally be charged for such services.

1. The activities outlined in a. - e. above are covered under the standard definition of professional services.

Are there any other services or activities that you wish the Insurer to consider providing cover for?

2. Does the Entity provide professional consultancy services for fee, commission or other remuneration (including grants or third party funding) above and beyond ordinary membership fees?

If the answer is YES please provide details below.

3. Does the Entity provide medical service or advice?

If the answer is YES please provide details below.

## Professional Indemnity

Please refer to separate 360 Commercial Professional Liability Proposal.

## Disclosure, Declaration and Acknowledgment

1. Has the Entity or any trustee or board member ever been refused this type of cover, had a similar policy cancelled or had special terms imposed?  Yes  No
2. Have there been any claims made against the Entity or its trustees or board members or employees which may have been covered under this policy if it were in force?  Yes  No
3. Has any trustee or board member been employed or engaged by or otherwise involved with an entity that has been in receivership or liquidation?  Yes  No
4. After enquiry has the Entity or any trustee or board member been involved in, or is there now pending against them, any criminal proceedings or any prosecution under the *Fair Trading Act*, *Companies Act*, *Commerce Act* or any other NZ legislation or other similar overseas legislation?  Yes  No
5. After enquiry of all trustees and board members are you aware of any circumstance which could give rise to a claim, an investigation, examination, inquiry or other proceedings under this policy?  Yes  No
6. Does the proposer have written procedures and/or controls to ensure full compliance with the *Anti-Money Laundering and Countering Financing of Terrorism Act 2009*?  Yes  No
7. Has the business ever been subject to any investigation or audit in relation to money laundering or financing of terrorism?  Yes  No

## Declaration

On behalf of the applicant, I/we declare that:

1. I/we have read and understand the *Important Information* section in this form;
2. All information provided (and where applicable, previously provided) is true and correct and I/we have made a fair presentation of the risk, by disclosing all material matters which I/we know or ought to know or, failing that, by giving the **Insurer** sufficient information to put a prudent **Insurer** on notice that it needs to make further enquiries in order to reveal material circumstances;
3. I/we will inform the **Insurer** promptly in writing of any material alteration to the facts declared that occurs prior to completion of the contract of insurance;
4. I/we have obtained, and will obtain in the future, the consent to the disclosure and use of personal information from those persons whose personal information is supplied in relation to this form for the purposes of
  - a. underwriting the risks and
  - b. administering and performing any resulting insurance contract.

This form must be signed by the applicant's Owner, Partner, Chairman of the Board, Managing Director, Chief Executive Officer or Chief Financial Officer.

Signature

Date (dd/mm/yyyy)

A handwritten signature is not required provided:

1. This proposal has been completed electronically; and
2. The full name and position of the individual completing this form is entered below; and
3. The fully completed proposal is submitted to 360 Commercial Limited via email.

Full name of Signatory or Individual completing the proposal

Position in Organisation





# 360

Commercial

PO Box 9521,  
Waikato Mail Centre,  
Hamilton 3240

